

FS Agreement Number	08-CS-11080500-002
Cooperator Tax ID	23-7079720

**Challenge Cost-Share Agreement
Between the Florida Trail Association
And the
National Forests in Florida**

This Challenge Cost-Share (CCS) agreement is entered into by and between the Florida Trail Association, hereinafter referred to as FTA, and the United States Department of Agriculture Forest Service, National Forests in Florida hereinafter referred to as Forest Service, under the provisions of the Interior and Related Agencies Act of 1992, P.L. 102-154, Challenge Cost Share and the National Trails System Act, Public Law 90-543, Section 7(h) (l).

I. Purpose: The purpose of this partnership is to cooperatively maintain, locate and further develop the Florida National Scenic Trail from Gulf Island National Seashore to Big Cypress Preserve for use by the public. Enclosed is the financial plan for FY 2008.

II. Statement of Mutual Interests and Benefits:

The Forest Service is a land management organization dedicated to the management of 191 million acres that comprise National Forest System lands for a variety of uses and activities, including outdoor recreation. It is interested in: (1) providing trail opportunities which are environmentally sensitive, educational, and provide economic stimulus; (2) fostering cooperation among trail organizations; (3) keeping the public informed of trails events, programs and developments; (4) supporting opportunities for education and information sharing among the trails community. In addition, the Forest Service has administrative responsibility for the Florida National Scenic Trail (FNST). As trail administrator, the Forest Service is interested in: (1) connecting existing trail routes to create a continuous trail from Gulf Islands National Seashore to Big Cypress National Preserve; (2) enhancing the public visibility and access to the FNST; and (3) building partnerships along the trail route with other government agencies, private landowners, and other interested parties.

The FTA is a public, non-profit organization dedicated to the promotion of hiking in Florida and specifically to the promotion, construction, maintenance, protection, and management of a long distance, continuous hiking trail, the Florida National Scenic Trail.

The Forest Service and the FTA have established this agreement to help one another accomplish mutually beneficial objectives related to overall program management and maintenance of the Florida National Scenic Trail. These objectives include:

- A. Construction and maintenance of a hiking trail and trail support facilities along the Florida National Scenic Trail;
- B. Research, recommend and negotiate for, and support the acquisition of trail routes;

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- C. Negotiate, maintain, monitor and administer trail certification plans with partner agencies and private landowners;
- D. Volunteer recruitment, education and development in proper hiking trail maintenance and construction techniques as well as participation in the National Trail System;
- E. Public education and information programs promoting the "Trail," "Leave No Trace," and "Tread Lightly;" and
- F. Manage the lands acquired for the Florida National Scenic Trail to provide a permanent extended non-motorized outdoor recreation opportunity for hiking and other compatible activities.

The FTA provides an opportunity for the Forest Service to coordinate and implement existing projects, create new projects, and develop additional partnerships at regional and national levels for the Florida National Scenic Trail.

Forest Service cooperation with the FTA will strengthen information-sharing about the FNST; build national public support of the trail; promote networking among trail users, the FTA, Forest Service, and other interested parties; further develop the trail program; cultivate corporate sponsorship of the trail; and promote and develop long-term volunteerism and grassroots activism to plan, build, maintain, and manage this hiking trail.

The FTA desires the following: to be the principal partner of the FS for the FNST; act as clearinghouse for volunteers as a membership organization; and make the FNST available for a wide range of social, economic, and personal benefits attributable to hiking trail-related recreation as per the FNST Comprehensive Plan, Section III, C and E.

Maintenance and construction also involves keeping volunteers trained in the most appropriate ways to construct hiking trail improvements and maintain the Trail for public safety and enjoyment. This partnership agreement with the Florida Trail Association allows the Forest Service to educate and train trail volunteers in the latest aspects of trail maintenance and construction; Scenery Management, as well as basic organizational management; and to help improve efficiency in the volunteer organization.

A significant aspect of the establishment and administration of the Trail includes the education of the public about the Florida National Scenic Trail. This single aspect is multi-functional building support for the Trail itself and the National Trails System. Educating users about the purpose and need for the Florida National Scenic Trail, the unique aspects of Florida's environment, the appropriate ways to use the trail and the tremendous responsibility of the public will help maintain this significant feature.

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In consideration of the above premises, the parties agree as follows:

III. The FTA shall:

- A. Bill the Forest Service monthly for their prorated share of actual costs incurred to date, less program income excluding any previous Forest Service payment(s) made on this instrument to the date of the invoice. Invoice should be supported by a listing of actual expenses and forwarded to Hope Williams at the Forest Service address in Section V of this agreement. Each invoice will identify Program of Work accomplishments.
- B. Coordinate and collaborate with the Forest Service on all projects where Forest Service funds are to be used including, but not limited to, construction of trail support facilities (trailheads, kiosks, bridges, boardwalks etc.). The Forest Service must approve all designs, expenditures and program initiatives before actual construction and/or trail programs and projects begin.
- C. Work with the individual land managers on the placement and construction of any improvements on the FNST to be sure all agency permitting and safety regulations are met.
- D. Assume primary responsibility for the construction and maintenance of the improvements and facilities along the Florida National Scenic Trail in accordance with the approved trail certification agreements.
- E. Immediately notify the Forest Service of any problems with completion of any projects.
- F. Notify the Forest Service upon completion of each project so a final inspection of any construction can be made.
- G. Maintain newly-constructed facilities and report any deficiencies and problems to the Forest Service and the land managers. Coordinate with and involve the Forest Service in all training programs for trail volunteers.
- H. Coordinate all public outreach programs and education programs with the Forest Service and incorporate "Leave No Trace" and "Tread Lightly" messages.
- I. Remain an active participant in the National Trails System and represent the FNST in the long distance trail community.
- J. Give the Forest Service, Inspector General, or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, documents related to the agreement. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be

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retained for a period of 3 years.

- K. Facilitate the permanent protection of the route of the Florida National Scenic Trail through planning, coordination of trail protection activities, identification and initiation of new trail protection projects, assisting the FS in the development and updating of the FNST land acquisition studies and work plans, and helping the FS and other partners with the acquisition and further protection of trail lands.
- L. Assist the Forest Service in protecting and managing National Forest land purchased for the Florida National Scenic Trail.
- M. Acknowledge Forest Service support in any publications, audiovisuals outreach materials and/or program initiatives and projects developed as a result of this instrument.

IV. The Forest Service shall:

- A. Reimburse the FTA for the Forest Service's proportionate share of actual expenses incurred. The amount will be determined annually based on the Program of Work.
- B. Provide assistance in developing and maintaining a complete inventory and geographic information system of all trail segments.
- C. Provide technical assistance for the design and construction of trail support facilities.
- D. Schedule final inspections of facilities constructed with these funds to be sure they meet the requirements of the Forest Service, the land managers, and this agreement.
- E. Coordinate and manage the FNST land acquisition program.
- F. Manage and/or coordinate the management of all lands acquired by the Forest Service to protect the route of the FNST.
- G. Develop with the FTA any and all public education programs to ensure the copyright and integrity of the Florida National Scenic Trail and logo are protected and used appropriately. Also, ensure the participating partners in the Trail are included in all programs and are represented fairly and appropriately. Grant permission to the FTA to use the Association's "FT" symbol that is within the Florida National Scenic Trail logo for its own purposes.

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V. It is Mutually Understood and Agreed Upon by and Between the Parties That:

- A. Both parties will arrange for a continuing consultation to discuss the conditions covered by this agreement and agree to actions necessary to implement and further the stated goals of the agreement.
- B. Either party, in writing, may terminate the instrument in whole or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- C. The attached AOP/financial plan is hereby incorporated and becomes a part of this agreement. Specific indirect cost rates compliant with OMB circular A-122 are approved in the initial instrument. If the rates change at any time during the performance period, the proposed adjustments shall be resubmitted to the Forest Service for verification, consideration, and approval prior to the adjusted rates being billed. Approved rates shall be incorporated by written modification.
- D. This instrument is executed as of the date of the last signature and is effective for five years, at which time it will expire unless extended.
- E. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract, it shall be awarded on a competitive basis.
- F. The cooperator is granted sole and exclusive right to copyright; including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part the full term of copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell or grant copyrights to a third-party designee who intends to sell the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any sub agreements or subcontracts.

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- G. The cooperator may sell any publication resulting from the project. The publication may initially be sold at fair market value that is defined in this instrument to cover costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this instrument to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal government contributions to the total costs of the project.
- H. Reimburse the cooperator for the Forest Service's proportionate share of actual expenses incurred, not to exceed the amount stated in the Financial Plan. Annual financial plans will be submitted for subsequent years. The cooperator is approved to submit monthly billings. The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each correct invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and non-Federal cash contributions and previous Forest Service payment. The invoice should be forwarded as follows:

Send original to:
 USDA Forest Service
 Albuquerque Service Center
 Payments-Grants & Agreements
 101B Sun Ave. NE
 Albuquerque, NM 87109
 Phone: (877) 372-7248
 FAX: (505) 563-7995

Send copy to:
 USDA Forest Service
 National Forests in Florida
 Attn: Michelle Mitchell
 325 John Knox Road, F-100
 Tallahassee, FL 32303-4160

Or you may email invoice to: asc_ga@fs.fed.us with a copy to michellemitchell@fs.fed.us

- I. Funding, as specified in the Financial Plan, is currently obligated for performance of this instrument through September 30, 2012. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond the expiration date, until funds are made available to the Forest Service for performance and until it receives notice of availability. Contingent upon Forest Service approval of continuance of work, a written modification to the instrument shall be issued to include funding for the subsequent performance period as described in the approved operating or financial plan or budget.

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- J. Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment. Equipment is described as exceeding \$5000 or deemed sensitive in accordance with the Federal Management Regulations.
- K. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities,
- L. Any monies that are payable from the United States under this agreement to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of any debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt owed the United States shall be disclosed to consumer or commercial credit reporting agencies.
- M. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e- 16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681--1683 and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperators' programs that are produced by the cooperator for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text that "This institution is an equal opportunity provider."

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- N. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
- O. This instrument in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- P. The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
- Q. The cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations applies:
1. The payment cooperator does not have an account at a financial institution.
 2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
 3. The payment cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.
- In order to receive EFT payments the cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.
- R. The cooperator shall furnish their tax identification number upon execution of this instrument.
- S. Following receipt of the Forest Service annual budget, the Program of Work and Financial Plan will be updated annually by both parties.
- T. Any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award, constitute a debt to the Federal Government. If not paid within a reasonable

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period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due to the cooperator.
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.

- U. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
- V. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
- W. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
- X. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- Y. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.
- Z. The principal contacts for this instrument are:

Michelle Mitchell
National Forests in Florida
USDA Forest Service
325 John Knox Road, F-1 00
Tallahassee, FL 32303-4160
(850) 523-8538

Deborah R. Stewart-Kent
Executive Director
Florida Trail Association
5415 SW 13th Street
Gainesville, FL 32608-5037
(352) 378-8823

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Marsha Kearney 1/10/08
 MARSHA KEARNEY Date
 Forest Supervisor
 National Forests in Florida
 USDA Forest Service

Deborah R. Stewart-Kent 1/10/08
 DEBORAH R. STEWART-KENT Date
 Executive Director
 Florida Trail Association

This agreement has been reviewed and approved for format and authority.

Sharon Moore 1/10/08
 SHARON MOORE Date
 FS Agreements Specialist